



Sheriff's Office  
Department /Agency

CLERK USE ONLY

BOS ACTION

# \_\_\_\_\_

## BOARD AGENDA FACT SHEET

November 22, 2016

Requested Board Date

**1. Request:**

Board Approval

X

Other (specify)

Information  
Only/Presentation  
Schedule Hearing  
Time: \_\_\_\_\_


**2. Requested Action: Type requested action below**

1. Authorize Chairman of the Board to sign a five year contract, as part of the implementation of the Body Worn Camera Program, with TASER International. The amount should not exceed \$449,285.58 which includes the purchase of hardware and software (cameras and accessories) for \$95,069.26 and five years of data storage for \$354,216.32.

3. Cost \$ 449,285.58

Source: 1024001

4. If approval of Contract, reviewed/approved by County Counsel on: 09/07/2016

By: Kris M. Becker

Action Request # 16-0795

*Assigned by County Counsel's Office*

5. If approval of position allocation change, approved by Human Resources on: \_\_\_\_\_

By: \_\_\_\_\_

6. Electronic copy submittal date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Department Head/Agency Representative

**INSTRUCTIONS:** Back-up must be submitted 11 BUSINESS days prior to requested date. Back-up submitted must contain an Original and 6 copies. Copies must be submitted double sided and three (3) hole punched. Back-up must be submitted in a PDF format to [cobstaff@co.imperial.ca.us](mailto:cobstaff@co.imperial.ca.us).

**CEO/CLERK USE ONLY:**

DATE STAMP
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**BOARD DATE:**

Action \_\_\_\_\_

Filing \_\_\_\_\_

Consent \_\_\_\_\_

Presentation \_\_\_\_\_

Hearing \_\_\_\_\_

CEO Approval \_\_\_\_\_

Other (specify) \_\_\_\_\_

CEO

Date



**IMPERIAL COUNTY SHERIFF'S OFFICE**  
**RAYMOND LOERA**  
SHERIFF•CORONER•MARSHAL



November 22, 2016

Board of Supervisors  
County of Imperial  
940 W. Main Street  
El Centro, CA 92243

**Subject: Contract with TASER International, Inc. for the Body Worn Camera Program**

Dear Board Members:

**Requested Action:**

The Board of Supervisors is requested to:

1. Authorize Chairman of the Board to sign a five year contract, as part of the implementation of the Body Worn Camera Program, with TASER International. The amount should not exceed \$449,285.58 which includes the purchase of hardware and software (cameras and accessories) for \$95,069.26 and five years of data storage for \$354,216.32.

**Background:**

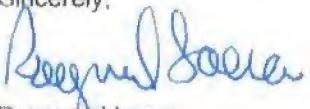
On October 13, 2015 Minute Order #8 our Board approved the acceptance of Federal Award #2015-DE-BX-K056 in the amount of \$74,770 from the Department of Justice (DOJ) Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA). These grant funds and a County match would provide sufficient funding to purchase one hundred (100) Body cameras and accessories and the storage of data (one year) necessary to implement the Body Worn Camera Program. The implementation of this program will provide Imperial County Sheriff's Office Deputies and District Attorney Investigators with the necessary equipment to record all interactions with the public in an effort to improve accountability and transparency.

On April 28<sup>th</sup>, 2016 Request for Proposal (RFP) 16-0675 was published on the County Procurement website. Five different proposals were received, each proposal was reviewed. Based on the review staff recommended Taser International to be awarded. This vendor did not reflect the lowest bid but certainly meets all the requirements and did exceed our expectations by submitting the most comprehensive proposal by offering all cameras, accessories, data storage and software. The purchase contract is a five year contract commitment that will enable our office with the adequate storage capacity to stay in compliance with the current California retention policy for police records. The total amount to be paid on the first year is \$149,179.57 that we previously allocated on FY 2015-2016 County Budget Org Key 1024001-530080 and 1789001-527000. For the following four years equal payments of \$74,854.08 have been scheduled.

**Fiscal Impact:**

Expenses for the first year were allocated and encumbered on FY 2015-2016 County Budget. For the subsequent years our office is currently applying for Federal Funding to cover the cost.

Sincerely,



Raymond Loera,  
Sheriff-Coroner Marshal

## **AGREEMENT**

**(Taser International, Inc.)**

3        THIS AGREEMENT, (“Agreement”) is made and entered into this 22 day of November,  
4 2016, by and between the **County of Imperial**, a political subdivision of the State of California,  
5 (“COUNTY”), and **Taser International, Inc.**, an active Delaware corporation qualified to do business in  
6 California (“VENDOR”), (individually, “Party;” collectively, “Parties”).

## RECITALS

8 WHEREAS, COUNTY desires to retain a vendor to assist the Imperial County Sheriff's Office  
9 ("ICSO") with its body worn camera program (the "Program"); and

10           **WHEREAS**, VENDOR represents that it possesses the qualifications necessary to provide the  
11 services necessary to assist ICSO with the Program and is willing to accept such engagement; and

12           **NOW, THEREFORE, COUNTY** hereby engages and **VENDOR** hereby accepts the terms and  
13 conditions set forth herein.

14 | 1. TERM OF AGREEMENT.

15        This Agreement shall be for a period of sixty (60) months and shall commence on the date set  
16 forth above unless agreed upon otherwise in writing or unless this Agreement is terminated pursuant to  
17 the terms contained herein.

## 18 | 2. DEFINITIONS.

19        2.1. “Request for Proposal” or “RFP” shall mean that document that describes the project and  
20 project requirements to prospective bidders numbered “16-0675.” The RFP is attached hereto as **Exhibit**  
21 **“A”** and incorporated herein by reference.

22       **2.2. "Proposal"** shall mean VENDOR's documents entitled "**Master Services and Purchasing**  
23 **Agreement between Taser International, Inc. and Imperial County Sheriff's Office – CA**" and  
24 "**Quotation No. Q-44144-10**," which was submitted to COUNTY's Purchasing Department. The Proposal  
25 is attached hereto as **Exhibit "B"** and incorporated herein by reference.

**3. DESCRIPTION OF THE WORK TO BE PERFORMED BY VENDOR.**

27       3.1. VENDOR shall provide all materials and labor to perform this Agreement consistent with  
28 the RFP and the Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict among this

1 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this Agreement  
2 shall take precedence over both.

3           **3.1.1** VENDOR shall in accordance with the terms of this Agreement, provide all  
4 services relating to the Project as described. VENDOR shall also provide training to all ICSO personnel  
5 as described.

6           **3.2** Work shall be completed in compliance with Federal Award #2015-DE-BX-K056 (the  
7 "Award") as set forth in Imperial County Minute Order #8 dated October 15, 2015, including all  
8 deadlines set forth in the Award. Work shall be completed in a lawful, professional, expeditious and  
9 timely manner.

10 **4. COMPENSATION.**

11           **4.1** The cost of the Program shall include all maintenance, necessary hardware and software,  
12 equipment, services, labor, materials, supplies and support to ensure operational readiness and regional  
13 integrity in accordance with **Exhibit "B."**

14           **4.2** COUNTY shall pay VENDOR an amount not-to-exceed **Four Hundred Forty-Nine**  
15 **Thousand, Two Hundred Eighty-Five Dollars and Fifty-Eight Cents (\$449,285.58).**

16           **4.3** Payments shall be made as described in the Payment Schedule attached hereto as **Exhibit**  
17 **"C."**

18           **4.4** Documentation clearly indicating the phase and detail for which each invoice is made,  
19 shall be submitted to:

County of Imperial Attn: Purchasing Agent 1125 Main Street El Centro, CA 92243	and	Imperial County Sheriff's Office Attn: Fiscal Department 328 Applestill Road El Centro, CA 92243
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22           Statements shall be paid to VENDOR within forty-five (45) days of COUNTY's receipt, review  
23 and approval of the same.

24           **4.5** VENDOR acknowledges COUNTY is under no obligation to compensate VENDOR for  
25 services rendered or expenses accrued under this Agreement not authorized by COUNTY.

26           **4.6** If COUNTY requires work in addition to that defined herein, VENDOR shall provide a  
27 cost estimate and written description of the additional work needed to perform such services.  
28 Compensation and the time for completion of such additional services shall be negotiated and approved

1 by COUNTY prior to commencement.

2       **4.7**     VENDOR acknowledges that COUNTY will not enter into any third party agreements or  
3 leases.

4       **5. REPRESENTATIONS BY VENDOR.**

5       **5.1**     VENDOR understands and agrees that COUNTY is not knowledgeable in the field of the  
6 Project. VENDOR has represented itself to be an expert in this field and understands that COUNTY is  
7 relying upon such representation.

8       **5.2**     VENDOR represents and warrants that it is a lawful entity possessing all required  
9 licenses and authorities to do business in the state of California and perform all aspects of this  
10 Agreement.

11       **5.3**     VENDOR represents and warrants that any employee, contractor and agent who will be  
12 performing any of the duties and obligations of VENDOR herein possess all required licenses and  
13 authorities, as well as the experience and training, to perform such tasks.

14       **5.4**     VENDOR warrants and represents that the products provided shall be safe and shall be  
15 free from defects in material and workmanship. VENDOR further represents and warrants that the  
16 products are fit for the intended needs of COUNTY.

17       **5.5**     VENDOR understands that COUNTY considers the representations made herein to be  
18 material and would not enter into this Agreement with VENDOR if such representations were not made.

19       **5.6**     VENDOR represents and warrants that all work performed under this Agreement shall,  
20 unless agreed upon otherwise in writing by COUNTY, be treated as confidential.

21       **5.7**     VENDOR represents and warrants that all reports, analyses or other documents  
22 developed under this Agreement shall become the exclusive property of COUNTY and shall not be  
23 distributed by VENDOR without COUNTY's written consent.

24       **5.8**     VENDOR represents and warrants that any errors in its services and/or work product  
25 shall be corrected at no additional charge to COUNTY.

26       **5.9**     VENDOR represents and warrants that it will supply all of the tools, equipment and other  
27 supplies required to perform the services under this Agreement.

28       ///

1           **5.10 RETENTION AND ACCESS OF BOOKS AND RECORDS:** VENDOR represents and  
2 warrants that it shall maintain books, records, documents, reports and other materials developed under  
3 this Agreement as follows:

4           **5.10.1** VENDOR shall maintain all ledgers, books of accounts, invoices, vouchers,  
5 canceled checks, and other records relating to VENDOR's charges for services or expenditures and  
6 disbursements charged to COUNTY for a minimum period of five (5) years, or for any longer period  
7 required by law, from the date of final payment to VENDOR pursuant to this Agreement.

8           **5.10.2** VENDOR shall maintain all reports, documents and records which demonstrate  
9 performance under this Agreement for a minimum period of five (5) years, or for any longer period  
10 required by law, from the date of termination or completion of this Agreement.

11           **5.10.3** Any records or documents required to be maintained by VENDOR pursuant to  
12 this Agreement shall be made available to COUNTY for inspection or audit, at any time during  
13 VENDOR's regular business hours, provided COUNTY provides VENDOR with twenty-four (24)  
14 hours advanced written or oral notice. Copies of such documents shall, at no cost to COUNTY, be  
15 provided to COUNTY for inspection at VENDOR's address indicated for receipt of notices under this  
16 Agreement.

17           **5.10.4** VENDOR agrees that COUNTY shall retain all property rights in the public  
18 records and digital records possessed or maintained by VENDOR, including but not limited to body  
19 worn camera video, audio, and related digital records, metadata, etc. ("Body Worn Camera Records"),  
20 and neither the execution, performance, termination, nor expiration of this Agreement shall grant any  
21 property rights to VENDOR whatsoever beyond temporary right for the uses and purposes described  
22 hereunder.

23           **5.10.5** COUNTY may retrieve all Body Worn Camera Records possessed or maintained  
24 by VENDOR in the performance of the services hereunder, according to the terms of this Agreement  
25 and up to ninety (90) days after the effective date of termination under Paragraph 11, at no cost to  
26 COUNTY. VENDOR shall not delete or destroy any public record(s) and/or Body Worn Camera  
27 Records without COUNTY's prior written authorization in the form of a resolution approved and  
28 executed by the Imperial County Board of Supervisors. In the event VENDOR does not receive written

1 authorization to destroy the Body Worn Camera Records within ninety (90) days of termination.  
2 VENDOR will charge COUNTY a storage fee of \$0.75 per GB, on an annual basis. Until all Body  
3 Worn Camera Records possessed or maintained by VENDOR have been deleted pursuant to the written  
4 authorization as described above, COUNTY shall maintain sufficient access and/or ability to download  
5 or transfer the Body Worn Camera Records possessed or maintained by VENDOR.

6       **5.11** VENDOR represents and warrants that the report(s) and Body Worn Camera Records  
7 upon completion shall become the exclusive property of COUNTY.

8       **5.12** VENDOR represents and warrants that it has not been engaged by, nor will it be engaged  
9 by and owes no duty of performance to, any other person or entity with respect to subject services  
10 provided hereunder without obtaining COUNTY's express written consent. For breach or violation of  
11 the warranty, COUNTY shall amongst other remedies at law, have the right to terminate this Agreement  
12 without liability, or at its sole discretion, to deduct from the Agreement price or consideration, or  
13 otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent  
14 fee paid or received from another entity or person.

15 **6. AVAILABILITY OF FUNDING.**

16 COUNTY's obligation for payment of any contract is contingent upon the availability of the  
17 grant funding Award from which payment can be made. Upon notification of suspension of work,  
18 VENDOR shall suspend work. Upon notification of termination of work, VENDOR shall terminate  
19 work.

20 **7. INDEMNIFICATION.**

21       **7.1** To the extent permitted by law, VENDOR agrees to indemnify, defend with counsel  
22 acceptable to COUNTY, and hold harmless, COUNTY from and against any and all claims, actions,  
23 demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole  
24 or in part, or which are claimed to be caused, occasioned or contributed to in whole or in part, by any  
25 action, omission, fault or negligence, whether active or passive of VENDOR, and its officers, directors,  
26 employees, agents, or anyone acting under its direction in connection with or incident with the  
27 equipment and services provided hereunder, unless the same be caused by the sole negligence or willful  
28 misconduct of COUNTY. In addition to any other remedy authorized by law, so much of the money due

1 VENDOR under this Agreement as shall be considered necessary by COUNTY, may be retained until  
2 disposition has been made of any claim for damages.

3       **7.2** COUNTY shall not be responsible to VENDOR for ordinary wear and tear of the product  
4 and/or maintenance costs associated with the product upkeep and as more particularly described herein.

5       **8. INDEPENDENT CONTRACTOR.**

6       In all situations and circumstances arising out of the terms and conditions of the Agreement,  
7 VENDOR is an independent contractor, and as an independent contractor, the following shall apply:

8       **8.1** VENDOR shall be responsible to COUNTY only for the requirements and results  
9 specified by this Agreement. COUNTY has the right to control or direct only the result of the work and  
10 not what will be done and how it will be done.

11       **8.2** VENDOR is not, and shall not be, entitled to receive from, or through, COUNTY and  
12 COUNTY shall not provide, or be obligated to provide, VENDOR with Workers' Compensation  
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided  
14 by any federal, state, or local law or regulation for, or normally afforded to, an employee of COUNTY.

15       **8.3** VENDOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall  
16 not withhold or pay, on behalf of VENDOR, any tax or money relating to the Social Security Old Age  
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability  
18 program required or provided by any federal, state, or local law or regulation.

19       **8.4** VENDOR shall not be entitled to participate in, or receive any benefit from, or make any  
20 claim against any COUNTY's fringe benefit program, including, but not limited to, COUNTY's pension  
21 plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of  
22 benefit program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.

23       **8.5** COUNTY shall not withhold or pay, on behalf of VENDOR, and federal, state, or local  
24 tax, including, but not limited to, any personal income tax, owed by VENDOR.

25       **8.6** VENDOR is, and at all times during the term of the Agreement, shall represent and  
26 conduct itself as an independent contractor, not as an employee of COUNTY.

27       **8.7** VENDOR shall not have the authority, express or implied, to act on behalf of, bind or  
28 obligate COUNTY in any way without the written consent of COUNTY.

1      **9. INSURANCE REQUIREMENTS.**

2           **9.1**     VENDOR hereby agrees at its sole cost and expense, to obtain and maintain in full force  
3 during the entire term of this Agreement and any extended term thereof the following types of insurance:

4           **9.1.1**   Commercial General Liability coverage in the minimum amount of one million  
5 dollars (\$1,000,000) for any one accident, including personal injury, death and property damage and two  
6 million dollars (\$2,000,000) in the aggregate.

7           **9.1.2**   Automotive Liability coverage in a minimum amount of one million dollars  
8 (\$1,000,000) combined single limit coverage including owned, non-owned and hired vehicles.

9           **9.1.3**   Workers' Compensation coverage, in full compliance with California statutory  
10 requirements, for all employees of VENDOR.

11           **9.1.4**   Employer's Liability in the minimum amount of one million dollars (\$1,000,000).  
12 VENDOR agrees to hold harmless, defend and indemnify COUNTY for any and all claims arising out  
13 of any injury, disability, or death of any of VENDOR's employees or agents.

14           **9.2**     Special Insurance Requirements. All insurance required under paragraph 9.1 shall:

15           **9.2.1**   Be procured from an insurer authorized to do business in California.

16           **9.2.2**   All insurance required shall be primary coverage as respects to COUNTY and any  
17 insurance or self-insurance maintained by COUNTY shall be in excess of VENDOR's insurance  
18 coverage and shall not contribute to it.

19           **9.2.3**   Name COUNTY as an additional insured on all policies, except Workers'  
20 Compensation, and provide that COUNTY may recover for any loss suffered by COUNTY by reason of  
21 VENDOR's negligence.

22           **9.2.4**   Policies shall not be canceled, non-renewed or reduced in scope of coverage until  
23 after thirty (30) day's written notice has been given to COUNTY. However, VENDOR may not  
24 terminate such coverage until it provides COUNTY with proof that equal or better insurance has been  
25 secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at  
26 the option of COUNTY, be grounds for termination of this Agreement.

27           **9.3**     Additional Insurance Requirements.

28           **9.3.1**   COUNTY is to be notified immediately of all insurance claims. COUNTY is also

1 to be notified if any aggregate insurance limit is exceeded.

2           **9.3.2 Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any  
3 insurance policy required by this Agreement, VENDOR shall, if requested by COUNTY, provide  
4 satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of  
5 the policy or a certificate evidencing the policy and executed by the insurance company issuing the  
6 policy or its authorizing agent.

7           **9.3.3** VENDOR agrees to provide COUNTY with the following insurance documents  
8 on or before the effective date of the Agreement:

- 9           (a) Complete copies of certificates of insurance for all required coverages including  
10           Additional Insurance Endorsements and 30 days Notice of Cancellation Clause  
11           endorsements.
- 12           (b) The documents enumerated in Paragraph 9 shall be sent to the following:

13                          County of Imperial  
14                          Risk Management Department  
15                          940 Main Street, Ste 101  
16                          El Centro CA 92243

17                          and

18                          County of Imperial  
19                          Purchasing Department  
20                          1125 Main Street  
21                          El Centro CA 92243

22           **9.3.4** Nothing in this, or any other provision of this Agreement, shall be construed to  
23 preclude VENDOR from obtaining and maintaining any additional insurance policies in addition to  
24 those required pursuant to this Agreement.

25           **9.3.5** The comprehensive or commercial general liability shall contain a provision of  
26 endorsements stating that such insurance:

- 27           (a) Includes contractual liability.  
28           (b) Does not contain any exclusion as to loss or damage to property caused by  
explosion or resulting from collapse of building or structures or damage to  
property underground, commonly referred to by insurers as the "XCU Hazards."

- (c) Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured.
  - (d) Does not contain an “excess only” clause which requires the exhaustion of other insurance prior to providing coverage.
  - (e) Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance.

**10. PERFORMANCE BOND OR ACCEPTABLE SURETY.**

9 VENDOR shall maintain a one (1) year performance bond in the amount of two hundred fifty  
10 thousand dollars (\$250,000) during the first (1<sup>st</sup>) year of the Agreement. Upon request of COUNTY,  
11 VENDOR shall maintain performance bonds in an amount satisfactory to COUNTY. The surety  
12 company must be licensed in the State of California. Alternatively, VENDOR can submit alternative  
13 surety acceptable to County Counsel.

## **11. DEFAULT & TERMINATION.**

15       **11.1 VENDOR'S DEFAULT.** If VENDOR fails or refuses to perform any provision, covenant  
16 or condition to be kept or performed by VENDOR under this Agreement, COUNTY, prior to exercising  
17 any of its rights or remedies, shall provide written notice to VENDOR of such default, specifying in said  
18 notice the nature of such default and VENDOR shall have thirty (30) days from receipt of such notice to  
19 cure said default. If such default is not cured within said thirty (30) day period, COUNTY may in its  
20 sole discretion terminate this Agreement and/or pursue those remedies available under the law at the  
21 time this Agreement is executed as well as any future remedies that are created.

22       **11.2 COUNTY'S DEFAULT.** If COUNTY fails or refuses to perform any provision, covenant  
23 or condition to be kept or performed by COUNTY under this Agreement, VENDOR, prior to exercising  
24 any of its right or remedies, shall give written notice to COUNTY of such default, specifying in said  
25 notice the nature of such default and COUNTY shall have thirty (30) days from receipt of such notice to  
26 cure said default. If such default is not cured within said thirty (30) day period, then VENDOR may in  
27 its sole discretion terminate this Agreement and/or pursue those remedies available under the law at the  
28 time this Agreement is executed as well as any future remedies that are created.

1           **11.3 TERMINATION WITHOUT CAUSE.** COUNTY may terminate this Agreement without  
2 cause upon sixty (60) days written notice to VENDOR. VENDOR shall be compensated for all services  
3 rendered up to the date of termination within forty-five (45) days after VENDOR has submitted a  
4 written statement to COUNTY and COUNTY has approved said statement.

5           **11.3.1** In the event of termination, Body Worn Camera Records shall be maintained in  
6 accordance with Paragraph 5.10.5.

7           **12. ASSIGNMENTS AND SUBCONTRACTS.**

8           **12.1** Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable  
9 and/or subcontracted by VENDOR without the prior written consent of COUNTY.

10          **12.2** COUNTY may demand such assurance, including financial assurance, modification of  
11 this Agreement, or such other requirements as, in its sole discretion, it deems advisable, as condition to  
12 granting its consent to any assignee or subcontractor hereunder. Nothing herein shall be construed as  
13 requiring COUNTY to grant such approval if COUNTY, in its sole opinion, deems such grant of consent  
14 to be not in the best interests of COUNTY.

15          **12.3** Consent by COUNTY to an assignment or subcontract shall not release VENDOR from  
16 its primary liability under this Agreement, and COUNTY's consent to one (1) assignment or subcontract  
17 shall not be deemed a consent to other assignments and/or subcontracts.

18          **12.4** Any attempt by VENDOR to assign or otherwise transfer any interest in this Agreement  
19 without obtaining the prior written consent of COUNTY shall be void.

20          **13. BINDING.**

21          This Agreement shall be binding upon the heirs, successors, assigns and subcontractors of the  
22 Parties hereto.

23          **14. NOTICES.**

24          **14.1** Any notice by either Party to the other shall be personally delivered to the other Party or  
25 sent by certified mail, return receipt requested, to the addresses set forth below:

26           **VENDOR:**

27           Taser International, Inc.  
17800 North Eighty-Fifth Street  
Scottsdale, AZ 85255

28           **COUNTY:**

County of Imperial  
Attn Purchasing Agent  
1125 Main Street  
El Centro CA 92243

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Imperial County Sheriff's Office  
Attn: Fiscal Department  
328 Applestill Road  
El Centro, CA 92243

14.2 Either Party may change its address for notice by providing written notice to the other  
Party in accordance with Paragraph 14.1. Notices shall be deemed effective on the date of delivery.

**15. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between COUNTY and VENDOR relating to the transactions contemplated hereby and supersedes all prior or contemporaneous Agreements, understandings, provisions, negotiations representations or statement, either written or oral.

**16. MODIFICATIONS.**

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

**17. PARTIAL INVALIDITY.**

In any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**18. WAIVER.**

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the same or any other covenant or condition.

**19. CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

///

///

1   **20. AUTHORITY.**

2       Each of the individuals executing this Agreement on behalf of VENDOR and COUNTY  
3 represent and warrant that:

4       **20.1** He or she is duly authorized to execute and deliver this Agreement on behalf of  
5 VENDOR or COUNTY, as applicable;

6       **20.2** Such execution and delivery on behalf of VENDOR is in accordance with the terms of  
7 the Articles of Incorporation or Partnership, any By-Laws or Resolutions of VENDOR; and;

8       **20.3** Such execution and delivery on behalf of COUNTY is duly authorized by the governing  
9 board of COUNTY and is within the power and authority of the signatory as granted by such governing  
10 body of COUNTY.

11   **21. NO COUNTERPARTS.**

12       This Agreement may not be executed in counterparts.

13   **22. REVIEW OF AGREEMENT TERMS.**

14       This Agreement has been reviewed and revised by legal counsel for both COUNTY and  
15 VENDOR, and no presumption or rule that ambiguities shall be construed against the drafting party  
16 shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

17       ///

18       ///

19       ///

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1           **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed the  
2 day and year first above written and shall be effective as of said date.

3           **COUNTY OF IMPERIAL:**

4  
5           By: JESUS J. TERRAZAS, Chairman  
6           Imperial County Board of Supervisors

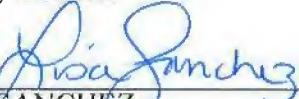
VENDOR:  
Taser International, Inc.

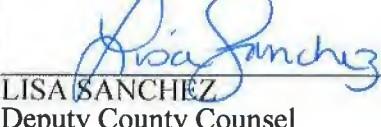
  
By: Robert Driscoll  
Title: VP, Sales and Support Operations

7           **ATTEST:**  
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10           BLANCA ACOSTA  
11           Clerk of the Board of Supervisors

12           **APPROVED AS TO FORM:**

13           KATHERINE TURNER  
14           County Counsel  


15           LISA SANCHEZ  
16           Deputy County Counsel  


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# **EXHIBIT A**

## MINIMUM SPECIFICATIONS

### **Body-Worn Cameras**

**These specifications described the County of Imperial requirements for a new Body-Worn Camera.**

**1. Recording Format** Video and audio to record and export in a standard, open, non-proprietary format, including both Codec and Container, such that it can be replayed in freely available software (e.g., VLC player) without processing or conversion. Standard open formats should be used for interoperability. Examples include MP4 and MKV. Data formats that can only be viewed within manufacturer-specific replay software are not recommended. VGA, HD 720P, and 1080 HD are predominant standard resolutions. The higher the resolution, the more storage is needed. Estimates below were created assuming H.264 compression with medium to high motion at 30 frames per second (fps) derived using a heuristic formula widely used in industry. Actual storage utilized is dependent on scene complexity and the motion of the video captured. Consider what sort of analysis may be conducted on the video before selecting a resolution.

<b>2. Video Resolution</b>	VGA (640 x 480)	550 — 1,100 MB per hour (0.55 — 1.1 GB)
	HD 720P (1280 x 720)	1,650 - 3,325 MB per hour (1.65 — 3.325 GB)
	1080 HD (1920 x 1088)	3,750 -7,550 MB per hour(3.65— 7.55 GB)

**3. Video Encoding/ Compression** Use of the lowest possible amount of compression in order to maximize the amount of information available to law enforcement. Consider what sort of analysis may be conducted on the video before selecting video encoding or compression. Examples include MPEG-4, H.264, and H.265. H.264 is an improvement over MPEG-4 compression. H.265 is a new standard which further reduces storage needs while.

**4. Frame Rate** 30 frames per second (fps) is a standard video frame rate. Higher recording speeds capture more motion detail but require increased storage. Frame rates lower than 25 fps suffer from *increased motion blur*.

**5. Horizontal Field of View** Adequate to capture a majority of activity at a reasonable distance. This would likely require at least a 90 degree field of view. Wide angle lenses capture more of a scene, but distort the view and lose detail towards the edges of the frame. Software tools may be required to properly analyze or view the video from extremely wide angle video.

**6. Camera Focus** Device should be able to focus on all objects from about 1 foot away to infinity. Continuous autofocus or fixed focus should be employed for usability. Manual settings should be avoided as they can distract the user. Motion jitter and blur can be significant when the camera is moving. Automatic image stabilization can reduce this effect.

**7. Audio Quality** The system is capable of clearly capturing conversational speech at a distance of 3 feet without wind or excessive background noise.

**8. Separate Audio Resolution and Encoding/ Compression** If the device will be used in a mode to record audio only, compressed audio requires less storage than video (4-60 MB per hour per microphone depending on desired quality). If high speech quality is needed, a sampling rate of at least 22 kHz with at least 24-bit capture is suggested per microphone. Higher values might be necessary to capture increased fidelity at a distance. Standard open encoding with speech quality resolution suggested. Examples include MP3 and WMA.

**9. Recording Triggering** Cameras could record continuously or be user-triggered or event triggered. Cameras take time to start recording video after being powered on and after recording is initiated. This recording latency period should be minimal.

**10. Night-time/Low Light** Quality of video footage recorded in low light or night conditions should be useable. Visible flash and infrared illumination can increase the quality of video taken at night will affect battery life. Low-light filtering, infrared, near infrared, and other low-light compensation technologies or mechanical filters can increase the quality of video taken in low light and severe weather conditions but can affect scene and motion detail .

**11. Synchronization and Metadata** The device is capable of recording audio simultaneously and time synchronized with video. Consider the additional information that should be collected with the recorded material. Automatically generated data about the wearer, location, date, and time can be collected and packaged in the video format. Device clock must be must be synchronized with an external universal clock, either GPS or another source, when the unit is plugged in for absolute time of day to ensure accuracy.

**12. Tamper Resistance** The device prohibits recordings from being edited or deleted and should not overwrite existing data before they have been transferred. Systems that can export a hash value of files being transferred may provide an enhanced capability to demonstrate tamper resistance. Standard encryption such as AES can be employed to protect data and improve the management of lost devices and memory cards.

**13. Data Transfer** Recommend standard USE12/USB3 compliant connection (mini/micro) for charging and/or data transfer. USB3 is preferred as speeds are considerably faster. The connections should be standard on both the device and on any docking station. Data connections that use a proprietary form factor are not recommended.

**14. Data Export** Device exports all recorded footage to data archiving or data management system in its original file format and without loss of quality or associated metadata. Device should record an audit log which should include information such as device serial number and device events—e.g., on/off, charging, start/stop recording, remaining storage capacity, etc.

**15. Onboard Storage** Storage can be integrated into the device or provided on removable industry standard memory cards. Removable media has utility in terms of versatility and expansion but comes with security risks. Consider whether enough storage should be available to record a full shift by the officer wearing the device, such as 8-12 hours of non-volatile onboard storage. Loss of power must not cause data to be lost or corrupted.

**16. Battery Life** Consider whether the battery should provide enough power to record a full shift by the officer wearing the device, such as a 12 hour battery life. Devices that do not run on rechargeable batteries are not recommended. **12 hour minimum battery life expectancy**

**17. Durability** Device should withstand considerable and repetitive pressure, vibration, and mechanical shock. It should operate within a temperature range from very cold to very hot and be resistant to common environmental hazards, such as dust, condensation, water splashes, and RF interference.

**18. Weight and Form Factor** Device should not distract or hinder the officer wearing the device from performing other job functions, especially ones related to officer safety. Cameras are designed with widely varying mounting methods and options. Device should be selected for maximum usability and safety.

**19. In-car mobile video integration** Device will be able to integrate seemlessly with an in-car mobile video solution that is offered by the same vendor. The device is capable of serving dual purposes (Serves as an audio pack/microphone for the in-car mobile video system).

**20. Software** Device will be accompanied with a software pack/system that has complete redaction capabilities. Redaction software should be user-friendly and has the ability to accommodate most law enforcement needs such as redacting small objects or objects that are moving throughout the duration of the video. Software will also include an audit or chain of custody trailing feature that not only offers access, sharing or storage status but also multiple traces for videos that are created after a master video has been altered, redacted or edited. The software should also be able to maintain a master copy that remains un-edited regardless of circumstance. The software should also contain a cloud-based service that features an un-limited data storage that would satisfy the requirements of storing high quality or high definition video. The software shall also be able to offer meta data tagging that works specifically with Spillman CAD/RMS that is utilized by the Imperial County Sheriff's Office.

**NOTE: ANY FAILURE TO MEET THESE SPECIFICATIONS MAY CAUSE DENIAL OF BID**

**EQUALS:**

WHENEVER REFERENCE TO A SPECIFIC PIECE OF EQUIPMENT IS MADE IN THESE SPECIFICATIONS, IT IS ILLUSTRATIVE AND TO BE CONSTRUED AS A SPECIFICATION, WHICH DESCRIBE A COMPONENT THAT HAS BEEN TESTED OR EVALUATED BY THE COUNTY AS BEST MEETING SPECIFIC OPERATIONAL DESIGN, QUAITY AND RELIABILITY STANDARDS AND REQUIREMENTS OF THE COUNTY, THEREBY INCORPORTATING THESE REQUIREMENTS BE REFERENCE WITHIN THE SPECIFICATION. AN EQUIVALENT (OR EQUAL) MAY BE OFFERED BY THE BIDDER, SUBJECT TO THE EVALUATION OF THE

COUNTY. THE COUNTY SHALL BE SOLE JUDGE OF WHETHER ANY PROPOSED ITEM WILL FULFILL ITS REQUIREMENTS

# **EXHIBIT B**

**TASER International***Protect Life. Protect Truth.*

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax:



**Rene McNish**  
 (760) 339-6357  
 (760) 353-1624  
 rmcnish@icso.org

**Quotation****Quote:** Q-44144-10**Date:** 10/28/2016 12:05 PM**Quote Expiration:** 11/30/2016**Contract Start Date\*:** 1/1/2017**Contract Term:** 5 years

**AX Account Number:**  
 112280

**Bill To:**  
 Imperial County Sheriff's Office  
 Auditor/Controller/Payables  
 940 Main Street, Suite 108  
 El Centro, CA 92243  
 US

**Ship To:**  
 Rene McNish  
 Rene Mcnish  
 328 Applestill Road  
 El Centro, CA 92243  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Year 1 with Hardware due net 30 days

100 Axon Body 2 cameras

4 Spare cameras

13 6-Bay Docks

7 Single Bay Docks

100 Unlimited Licenses (Includes 5yr warranty, 2 upgrade camera cycles, Unlimited Axon data, full E.com features)

7 Pro Licenses (Admin/IT licenses)

Axon Full Service (Onsite implementation/training by Pro Services team)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2	USD 399.00	USD 39,900.00	USD 0.00	USD 39,900.00
25	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
27	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	74022	SM POCKET MOUNT, 4", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	74023	LG POCKET MOUNT, 6", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
16	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 23,920.00	USD 3,424.00	USD 20,496.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
16	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 560.00	USD 0.00	USD 560.00
100	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 94,800.00	USD 40,000.00	USD 54,800.00
4,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 3,276.00	USD 0.00	USD 3,276.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 249.00	USD 1,743.00	USD 0.00	USD 1,743.00
7	70040	EVIDENCE.COM, DOCK, DESK PLATE, 6 BAYS	USD 35.00	USD 245.00	USD 245.00	USD 0.00
7	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 252.00	USD 0.00	USD 252.00
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
<b>Year 1 with Hardware due net 30 days Tax Amount:</b>						USD 9,696.57
<b>Year 1 with Hardware due net 30 days Discount:</b>						USD 43,669.00
<b>Year 1 with Hardware due net 30 days Net Amount Due Including Taxes:</b>						USD 149,179.57

Year 2, due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 94,800.00	USD 32,232.00	USD 62,568.00
4,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 3,276.00	USD 0.00	USD 3,276.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 252.00	USD 0.00	USD 252.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
				<b>Year 2, due 2018 Tax Amount:</b>		USD 5,302.08
				<b>Year 2, due 2018 Discount:</b>		USD 32,232.00
				<b>Year 2, due 2018 Net Amount Due Including Taxes:</b>		USD 74,854.08

Year 3, due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 94,800.00	USD 32,232.00	USD 62,568.00
4,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 3,276.00	USD 0.00	USD 3,276.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 252.00	USD 0.00	USD 252.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
				<b>Year 3, due 2019 Tax Amount:</b>		USD 5,302.08
				<b>Year 3, due 2019 Discount:</b>		USD 32,232.00
				<b>Year 3, due 2019 Net Amount Due Including Taxes:</b>		USD 74,854.08

Year 4, due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 94,800.00	USD 32,232.00	USD 62,568.00
4,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 3,276.00	USD 0.00	USD 3,276.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 252.00	USD 0.00	USD 252.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00
				<b>Year 4, due 2020 Tax Amount:</b>		USD 5,302.08
				<b>Year 4, due 2020 Discount:</b>		USD 32,232.00
				<b>Year 4, due 2020 Net Amount Due Including Taxes:</b>		USD 74,854.08

Year 5, due 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 94,800.00	USD 32,232.00	USD 62,568.00
4,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
7	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 3,276.00	USD 0.00	USD 3,276.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 252.00	USD 0.00	USD 252.00
16	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 3,456.00	USD 0.00	USD 3,456.00

Year 5, due 2021 Tax Amount: USD 5,302.08

Year 5, due 2021 Discount: USD 32,232.00

Year 5, due 2021 Net Amount Due Including Taxes: USD 74,854.08

Subtotal	USD 417,691.00
Estimated Shipping & Handling Cost	USD 689.69
Estimated Tax	USD 30,904.89
Grand Total	USD 449,285.58

#### Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery sometime in 2017. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Outyear discounts given contingent on Nov 2016 quote approval  
Standard Issue Grant Year 1 discount given for Full Deployment Order

#### TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at [www.taser.com/legal](http://www.taser.com/legal). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

PO# (if needed): \_\_\_\_\_

Quote: Q-44144-10

Please sign and email to Dan Hilderman at [dhilderman@taser.com](mailto:dhilderman@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
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17800 N. 85th St  
Scottsdale, AZ  
85255-9603

Phone: (480) 991-0797 • (800) 978-2737  
Fax: (480) 991-0791  
[www.TASER.com](http://www.TASER.com)

May 13, 2016

County of Imperial  
Purchasing Dept.  
1125 Main Street  
El Centro, California 92243

**RE: REQUESTED EXCEPTIONS TO COUNTY OF IMPERIAL REQUEST FOR QUOTATION  
NUMBER 16-0675**

Please find below TASER International, Inc.'s (TASER) exceptions to the above-referenced solicitation. TASER is open to further discussions regarding requested changes, and it reserves the right to negotiate the terms of the Terms and Conditions attached to the Solicitation.

**1. Addition of TASER's Terms and Conditions.**

TASER respectfully requests that its Master Services and Purchase Agreement be incorporated as an exhibit into the final contract award. TASER agrees to negotiate with the County on these terms and conditions, and if any of TASER's terms and conditions conflict with the negotiated terms and conditions of the contract documents, **the County's contract document will control.**

**2. Instructions and Conditions. Section 12.**

TASER respectfully requests that this section be amended as follows:  
~~In case of default by the vendor, the County of Imperial may procure the articles, or service from other sources, and may deduct from unpaid balance due the vendor, or may collect against the bond of surety for excess costs so paid, and the prices paid by the County of Imperial shall be considered the prevailing market price at the time such purchase is made.~~

If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

Alissa McDowell  
Contracts Manager  
[amcdowell@taser.com](mailto:amcdowell@taser.com)  
480.905.2038



## **MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**Imperial County Sheriff's Office - CA**

CITY Agreement Number:

## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and Imperial County Sheriff's Office - CA , (**Agency, Party** or collectively **Parties**) having its principal place of business at 328 Applestill Road, El Centro, CA, 92243, is entered into as of June, 30, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-44144 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

**1** **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

**1.1 Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

**1.2 Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

**2 Definitions.**

**"Business Day"** means Monday through Friday, excluding holidays.

**"Confidential Information"** means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Evidence.com Service"** means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This

does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

**"Installation Site"** means the location(s) where the Products are to be installed.

**"Policies"** means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

**"Products"** means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

**"Quote"** is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

**"Resolution Time"** means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

**"Services"** means all services provided by TASER pursuant to this Agreement.

**"Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within

the 10 day rejection period will be deemed as acceptance of Product.

- 6      Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

**7      Warranties.**

- 7.1     Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

**7.2     Warranty Limitations.**

- 7.2.1** The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.
- 7.2.2** To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.
- 7.2.3** TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 7.3     Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion

to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

- 7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.
- 7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.
- 7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

- 8 **Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.
- 9 **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10 **Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13 **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the

Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14     Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

**15     Termination.**

- 15.1    By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.
- 15.2    By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.
- 15.3    Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.
- 15.4    After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to

retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 15.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

**16 General.**

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.
- 16.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com

site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc. AGENCY:  
ATTN: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
[contracts@taser.com](mailto:contracts@taser.com)

- 16.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- 16.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

**TASER International, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

Email: [contracts@taser.com](mailto:contracts@taser.com)

**Imperial County Sheriff's Office - CA**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 328 Applestill Road, El Centro, CA, 92243

## Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
  - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
  - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically

burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
  - 8.1. The Termination provisions of the Master Service Agreement apply;
  - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER

disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

## Professional Services Appendix

1     **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1.   The Package for the Axon and Evidence.com related Services are detailed below:

### **System set up and configuration**

Setup Axon® Mobile on smart phones (if applicable).

Configure categories & custom roles based on Agency need.

Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.

Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).

One on-site session Included

### **Dock installation**

Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.

Authenticate Dock with Evidence.com using "admin" credentials from Agency.

Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.

On site Assistance Included

### **Dedicated Project Manager**

Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager).

Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.

### **Weekly project planning meetings**

Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.

### **Best practice implementation planning session—1 on-site session to:**

Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies.

Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.

Provide referrals of other agencies using the Axon camera products and Evidence.com services

Create project plan for larger deployments.

Recommend rollout plan based on review of shift schedules.

### **System Admin and troubleshooting training sessions**

2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.

### **Axon instructor training**

Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

### **End user go live training and support sessions**

Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.

### **Implementation document packet**

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go live review session

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**

  - 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
  - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of

the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7    Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

## TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
  - 3.1. Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

**4.1. TAP Axon Camera Upgrade Models.**

- 4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.
- 4.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

**4.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**5 TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
- 5.2. TASER will not and has no obligation to provide the free Upgrade Models.
- 5.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

- 5.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

## Exhibit C

### Payment Schedule

	<b>Amount</b>
1st year due in 2017 net 30 calendar days after shipping equipment and receipt of invoice	\$ 149,869.26
2nd year due in 2018	\$ 74,854.08
3rd year due in 2019	\$ 74,854.08
4th year due in 2020	\$ 74,854.08
5th year due in 2021	\$ 74,854.08
<b>TOTAL</b>	<b>\$ 449,285.58</b>

Note: Invoices for years 2 to 5 should be issued annually, every twelve (12) months after previous year's invoice. Payments for years 2 to 5 are due net 30 calendar days after receipt of invoice. Amounts listed above include taxes.